

September 30, 2020

Contract 20-154

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Contract 20-154  
Montana Department of Transportation  
Cascade County Buckle-Up Montana  
Standard Agreement  
State Highway Traffic Safety Division

**INITIATED AND PRESENTED BY:** Trisha Gardner,  
Health Officer

**ACTION REQUESTED:** Approval of Contract 20-154

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**BACKGROUND:**

The purpose of this contract is to continue to promote the benefits of seatbelt and child restraint use. The long-term impact of this program is to increase occupant protection usage resulting in the measurable progress toward the motor vehicle reduction in fatalities and incapacitating injuries on Montana roads.

**TERM:** October 1, 2020 – September 30, 2021

**AMOUNT:** \$ 37,500.00

**RECOMMENDATION:** Approval of Contract 20-154

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract 20-154, Montana Department of Transportation Cascade County Buckle-Up Montana Standard Agreement State Highway Traffic Safety Division

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-154, Montana Department of Transportation Cascade County Buckle-Up Montana Standard Agreement State Highway Traffic Safety Division

**Standard Agreement  
State Highway Traffic Safety Section**

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 1, hereinafter called the "Department" and **City-County Health Department; Cascade County, 115 4th Street South, Great Falls, Montana, 59401**, hereinafter called the "Sub-recipient".

Funds provided are described in the Assistance Listing number(s) **20.616 awarded** by the National Highway Traffic Safety Administration, Department of Transportation as authorized by **23 U.S.C; 405, National Priority Safety Programs, Occupant Protection Grants. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A3752130000405bMTL**, awarded throughout the federal fiscal year. For Federal Fiscal Year 2021 (October 1, 2020 – September 30, 2021) the estimated total of this/these Federal Award(s) is **\$288,116 respectively.**

#### **ARTICLE 1. PROJECT**

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient's highway traffic safety program, as per 23 CFR; **405, National Priority Safety Programs, Occupant Protection Grants.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2021 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient's application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 **Project Description.** **Cascade County BUMT** (see attachment B for full scope).

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **October 1, 2020 or upon execution of the contract**, and shall be completed no later than **September 30, 2021**, unless the Department grants express written approval.

Section 1.5 **Costs of Project.** The total funding for the project shall be **\$37,500.00** (see attachment C). If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 **Indirect Costs.** Indirect cost (IDC) must be in accordance with 2 CFR Part 200.414 and Sub-part F– Appendices III-VIII and approved by Sub-recipient's federal cognizant agency. A copy of the IDC approval letter must be submitted to the Department and approved prior to any reimbursement. If the Montana Department of Transportation is your organization's primary source of federal funds, then a copy of Sub-recipient's indirect cost plan must be submitted to MDT for review and approval. The percentage rate for indirect costs must be maintained for the life of the project.

Section 1.7 **Definitions.** (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$5,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment continues to function as designed without significant repair costs.



Section 1.8 **Equipment.** All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

- (a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.
- (b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.
- (c) The Sub-recipient must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.
- (d) The Sub-recipient agrees to properly title any vehicle or other equipment which requires a title by State statute, in Sub-recipient's name.
- (e) The Sub-recipient agrees to activate the warranty on any equipment for which a warranty is available.
- (f) The Sub-recipient agrees to maintain records of any equipment and make such records and equipment available for inspection by the Department or its authorized representatives.
- (g) The Sub-recipient agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Sub-recipient agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Sub-recipient agrees to notify the Department if the equipment is not suited for its stated program purpose or is not in actual use by Sub-recipient as stated in the Agreement at any time during the useful life of the equipment. Sub-recipient agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Sub-recipient agrees that any equipment not in actual use by Sub-recipient during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Sub-recipient agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Sub-recipient, with prompt notification to the Department.
- (l) The Sub-recipient agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.9 **General Insurance.** During the Agreement term, the Sub-recipient shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Sub-recipient will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Sub-recipients. The proof of insurance/exemption must be valid for the entire agreement period.

(a) **Compliance with Workers' Compensation Act**

Sub-recipient shall comply with the provisions of the Montana Workers' Compensation Act while performing work under this Agreement in accordance with Mont. Code Ann. §§39-71-401, 39-71-405, and 39-71-417. Proof of compliance must be in the form of workers' compensation insurance, an independent Offeror's exemption, or documentation of corporate officer status. Neither the Sub-recipient nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Agreements will not be issued to Sub-recipients that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption.

Section 1.10 **Reporting/Close-out/Reimbursement Requests.** Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule.

Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contracts. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Conflict of Interest**. The Sub-recipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable Federal awarding agency policy, under 2 CFR §200.112.

Section 1.12 **Mandatory Disclosures**. The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113.

Section 1.13 **Internal Controls**. The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.14 **Single Audit**. The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$750,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

## **ARTICLE 2. TERMS AND CONDITIONS**

Section 2.1 **Default**. Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

Upon the Sub-recipient's default and material breach, the State may:

- terminate this contract under section 2.2; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Section 2.2 **Termination**. This agreement may be terminated at any time based upon mutual written consent of the parties. If it is considered to be in the best interests of the Department, the Department may terminate this Agreement upon giving ten (10) working days written notice to the Sub-recipient. If the agreement is so terminated prior to fulfillment of the terms stated herein, the Sub-recipient shall be reimbursed only for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.3 **Litigation**. In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.4 **Agreement Modification**. Any change in the agreement will only be by written agreement of the Parties.

Section 2.5 **Assignment and Subcontracting**. Sub-recipient will not assign, sublet or transfer any part of this Agreement except by written subcontract, and with the prior written consent of the Department. The Sub-recipient must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to



finalization. Nothing contained within this document shall create any contractual relationships between any sub-Sub-recipient and the Department.

Section 2.6 **Indemnification**. Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.7 **Compliance with Laws**. Some of the clauses contained in this agreement are not governed solely by Federal law but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice (attachment A).

Section 2.8 **Access and Retention of Records**. The Sub-recipient agrees to provide the Department, USDOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Sub-recipient agrees to create and retain records supporting this agreement for a period of three (3) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.9 **Severability and Integration**. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.10 **Waivers**. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.11 **Seat Belt Policy**. All Sub-recipients are encouraged to adopt a seatbelt use policy that applies to all employees during work hours, whether traveling in a work vehicle or a personal vehicle, in compliance with state law. If adopted, a copy of the policy will be provided to your assigned program manager.

### **ARTICLE 3. FEDERAL REQUIREMENTS**

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood and agree to comply with all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period.

Section 3.1 **NONDISCRIMINATION** The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)**, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;



- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

Section 3.2 **Political Activity (Hatch Act)**. The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Section 3.3 **Certification Regarding Federal Lobbying**. Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.4 **Restriction on State Lobbying**. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is

supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### Section 3.5 Certification Regarding Debarment and Suspension.

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a 144 certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).



9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Tier Covered Transactions*

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Instructions for Lower Tier Participant Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily

excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --  
Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.6 **Buy America Act** The state and each subrecipient will comply with the Buy American requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel iron and manufactured products produced in the United State with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

3.7 **Prohibition of Using Grant Funds to Check for Helmet Usage** The state and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.



## Agreement and Authorization to Proceed

### Project Directors and Points of Contact

The following individuals will be the respective project directors and points of contact for the Department and Sub-recipient.

#### **Department:**

##### Project Director:

- |            |   |
|------------|---|
| 1. Name    | Janet Kenny                                     |
| 2. Title   | State Highway Traffic Safety Section Supervisor |
| 3. Address | P.O. Box 201001<br>Helena, MT 59620-1001        |
| 4. Phone   | (406) 444-7417                                  |
| 5. Fax     | (406) 444-9409                                  |
| 6. Email   | jakenny@mt.gov                                  |

##### Point of Contact:

- |            |  |
|------------|--|
| 1. Name    | Erin Root  |
| 2. Title   | Transportation Planner/Occupant Protection Program |
| 3. Address | P.O. Box 201001<br>Helena, MT 59620-1001           |
| 4. Phone   | (406) 444-0809                                     |
| 5. Fax     | (406) 444-9409                                     |
| 6. Email   | eroot@mt.gov                                       |

#### **Sub-recipient:**

##### Project Director:

- |            |   |
|------------|---|
| 1. Name    | Jo-Viviane Jones                                |
| 2. Title   | Family Health Services Manager                  |
| 3. Address | 115 4th Street South, Great Falls Montana 59401 |
| 4. Phone   | 4067919262                                      |
| 5. Email   | jjones@cascadecountymt.gov                      |

##### Point of Contact:

- |            |  |
|------------|--|
| 1. Name    | Davida Hryszko                                   |
| 2. Title   | Public Health Nurse                              |
| 3. Address | 115 4th Street South, Great Falls, Montana 59401 |
| 4. Phone   | 4067919298                                       |
| 5. Email   | dhryszko@cascadecountymt.gov                     |

##### Fiscal contact:

- |            |   |
|------------|---|
| 1. Name    | Joanna MacDermand   |
| 2. Title   | Accountant  |
| 3. Address | 115 4th Street South, Great Falls, Montana Great Falls59401 |
| 4. Phone   | 4067919290  |
| 5. Email   | jmacdermand@cascadecountymt.gov                             |

**Agreement and Authorization to Proceed**

**Authorizing Official of the Sub-recipient**

1. Name James L. Larson
2. Title Chair Cascade County Board of Commissioners
3. Address 325 2<sup>nd</sup> Ave N, Great Falls, Montana 59401
4. Phone 4064546816
5. Email jlarson@cascadecountymt.gov

6. Signature \_\_\_\_\_

\_\_\_\_\_  
Date

**Delegation of Managing authority**

To Project Director:

1. Name Trisha Gardner
2. Title Health Officer
3. Address 115 4th Street South, Great Falls, Montana 59401
4. Phone 4067919261
5. Email tgardner@cascadecountymt.gov

6. Signature \_\_\_\_\_

\_\_\_\_\_  
Date

**Montana Department of Transportation Approval**

1. Name/Title Lynn Zanto/ Rail, Transit, Planning Division Administrator
2. Address Montana Department of Transportation  
PO Box 201001, Helena MT 59620-1001
3. Phone (406) 444-3445
4. Email [lzanto@mt.gov](mailto:lzanto@mt.gov)

5. Signature \_\_\_\_\_

\_\_\_\_\_  
Date

**Legal Advisor for contract content**

1. Name/Title MDT Counsel, Legal Services
2. Address Montana Department of Transportation  
PO Box 201001, Helena MT 59620-1001

3. Signature \_\_\_\_\_

*Carol Grell Morris*

9/2/2020

\_\_\_\_\_  
Date

**Advisor for civil rights content**

1. Name/Title Office of Civil Rights
2. Address Montana Department of Transportation  
PO Box 201001, Helena MT 59620-1001

3. Signature \_\_\_\_\_

*Patricia Schwinden*

9/2/2020

\_\_\_\_\_  
Date



## ATTACHMENT A

Rev. 01/2020

### MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

#### Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, & Limited English Proficiency

#### State protected classes

Race, color, national origin, parental/marital  
status, pregnancy, childbirth, or medical  
conditions related to pregnancy or childbirth,  
religion/ creed, social origin or condition,  
genetic information, sex, sexual orientation,  
gender identification or expression, national  
origin, ancestry, age, disability mental or  
physical, political or religious affiliations or  
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

- (1) **Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:**
  - a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
  - b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
    - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
    - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
    - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.



**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.



## ATTACHMENT B – SCOPE OF WORK

Objectives					
Objectives must be specific, measurable, achievable, realistic and have a target date for accomplishment.					
Quarter(s)	Objective(500 character limit)	Target Population (250 character limit)	Activities(1000 character limit)	Responsible Person/Party(250 character limit)	Outcome(500 character limit)
All	<p><b>Objective 1:</b> Observed seat belt use among all drivers of motor vehicles in Cascade County MT will remain steady or increase by 1% from October 2019 (62%) to October 2020, and from June 2019 (78%, latest observation available) to June 2021. Actively seeking training to include educational webinars and conference opportunities.</p>	<p>Target population: All drivers and occupants of motor vehicles in Cascade County MT</p>	<ol style="list-style-type: none"> <li>1. Observe seat belt use in predetermined locations in Great Falls and Cascade County, in October 2020 and June 2021. Publicize the outcomes. Use the results as a measure of our efforts.</li> <li>2. Provide frequent seat belt educational messages to the public via print, radio, and online. Provide material for CCHD Facebook page.</li> <li>3. Maintain well-stocked displays of available seat belt safety literature in the CCHD lobby and at other community locations. Provide literature to other organizations for their information and dispersal.</li> <li>4. Provide seat belt safety information at community events.</li> <li>5. Collaborate with law enforcement and other community sources to recruit nominations for Saved By the Belt. Hold events for those awarded SBB.</li> <li>6. Promote seat belt use throughout the community during May Mobilization and throughout the year.</li> </ol>	<p>Responsible party: Davida Hryszko RN, Cascade County BUMT Coordinator; and other coalition members and volunteers</p>	<p>Outcomes will include</p> <ol style="list-style-type: none"> <li>1. Results of seat belt observations</li> <li>2. Number and type of media items published/posted, both by BUMT and by others</li> <li>3. Number of contacts at community events</li> <li>4. Number of Saved By the Belt recipients</li> </ol>

All	<p><b>Objective 2:</b> We will continue to provide instruction on safe car seat/booster seat use to parents and caregivers, and to provide car seats and boosters at no cost or reduced cost for parents and caregivers who cannot otherwise afford to purchase a child safety seat.</p>	<p>Target population: All babies and young children in Cascade County, along with their parents and caregivers</p>	<p>1. Provide frequent child passenger safety educational messages to the public via print, radio, and online. Provide material for CCHD Facebook page.</p>	<p>Responsible party: Davida Hryszko RN, BUMT Coordinator, and other coalition members, volunteers, and CPS technicians and advocates</p>	<p>Outcomes will include</p> <ol style="list-style-type: none"> <li>1. Number of car seats inspected</li> <li>2. Number of car seats distributed</li> <li>3. Number of people contacted at prenatal classes, community events, etc.</li> <li>4. Number and type of media articles published/posted</li> </ol>
			<p>2. Provide car seat inspections and education on a regular basis, by appointment and during checkup events.</p> <p>3. Provide free or reduced-cost car seats and boosters, as available, to clients otherwise unable to afford them.</p> <p>4. Provide CPS presentations to Benefis and Malmstrom prenatal classes and to other groups as possible.</p> <p>5. Provide information and demonstrations on child passenger safety at community events.</p> <p>6. Promote National CPS Week (September 19-25, 2021) and National Seat Check Saturday (September 25, 2021).</p> <p>7. Use \$1000 in MDT/BUMT funding to purchase car seats to distribute free of charge to parents and caregivers otherwise unable to afford them.</p> <p>8. Our CPST Instructor will collaborate with other CPST instructors to provide CPS Technician training classes around the state. Act as lead instructor as needed.</p>		
All	<p><b>Objective 3:</b> Observed seat belt use at high schools in Cascade County in May 2019 was 72%, and in Sept/Oct. 2019 was 78%. This will remain steady or increase by 1% from October 2020 to May 2021.</p>	<p>Target population: All teen occupants of motor vehicles in Cascade County MT.</p>	<p>1. Observe seat belt use at area high schools in October 2020 and May 2021. Share the results with the schools.</p> <p>2. Continue to investigate the feasibility of promoting and providing Alive at 25 in Cascade County.</p> <p>3. Support and promote National Teen Driver Safety Week (October 18-24, 2020) and Montana Teen Driver Safety Day (October 20, 2020).</p>	<p>Responsible party: Davida Hryszko RN, Cascade County BUMT Coordinator, and other coalition members and volunteers</p>	<p>Outcomes will include</p> <ol style="list-style-type: none"> <li>1. Results of seat belt observations</li> </ol>



## ATTACHMENT C – BUDGET

A. Personnel Services		<a href="#">Negotiate Component</a>   <a href="#">Create New Version</a>   <a href="#">Return to Components</a>   <a href="#">Add</a>		
Description	Type of Personnel Service	Proposed MDT-SHTSS Funding	Matching Funds	Total
Supervisor Wages and benefits	Salary	\$912.40	\$0.00	\$912.40
Coordinator wages and benefits	Salary	\$33,087.60	\$0.00	\$33,087.60
		\$34,000.00	\$0.00	\$34,000.00

  

**Personnel Services Narrative** [Add](#)

*500 Character limit*

This covers a coordinator for 17.5 hours per week, plus supervision for 0.5 hours per week.

In order to stay within the total budget amount of \$35,000 we calculated supervisory time at a minimum, however, this is not a realistic reflection of supervisory time spent on the program. We cover 1.5 hours a week additional time through MCH Block Grant.

Supervisory time not covered through BUMT funding = 1.5 hours per week = \$2,737.20

  

B. Contracted Services		<a href="#">Add</a>		
Description	Type of Contract Service	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

  

**Contracted Services Narrative** [Add](#)

*500 Character limit*

None requested

  

C. Operating Expenses		<a href="#">Add</a>		
Description	Type of Operating Expense	Proposed MDT-SHTSS Funding	Matching Funds	Total
Car Seats	Supplies and materials	\$1,000.00	\$0.00	\$1,000.00
		\$1,000.00	\$0.00	\$1,000.00

  

**Operating Expenses Narrative** [Add](#)

*500 Character limit*

Due to funding limit of \$35,000 for the year we could not include the actual supervisory time spent to oversee the program. An additional \$2,737.20 would be needed to pay for a total of 2 hours per week. Included in the grant is .5 hours per week for the amount of \$912.40

Total in kind contribution necessary to fully operate the program in addition to the \$35,000 grant award is \$5,447.40.

Car Seats - \$1,000.00

These additional expenses are covered through other programs.

The grant does not completely cover the cost of the BUMT program.

Utilities	110
supplies	150
postage	80
printing	500
telephone	65
travel	850
city car	180
subscription	100
add. Carseats	2500
<b>TOTAL</b>	<b>4535</b>

  

D. Travel		<a href="#">Add</a>		
Description	Type of Travel	Proposed MDT-SHTSS Funding	Matching Funds	Total
Educational conferences/Webinars	Out of State	\$2,500.00	\$0.00	\$2,500.00
		\$2,500.00	\$0.00	\$2,500.00

**Travel Narrative****Add**

500 Character limit

Again, these travel expenses re covered through other programs. The grant does not completely cover the cost of the BUMT program.

In-county travel - 50 miles/month, 57.5 cents/mile, total \$28.75/month, or \$345/year

6 trips to Helena per year, 182 miles/trip, 57.5 cents/mile, total \$627.90 for the year

\$2,500 for out-of state travel such as the attendance at a national conference such as Lifesavers or Kidz in Motion (KIM) conference. Expenses will include registration fee, air fare, hotel and per diem.

**E. Equipment****Add**

Description	Proposed MDT-SHTSS Funding	Matching Funds	Total
	\$0.00	\$0.00	\$0.00

**Equipment Narrative****Add**

500 Character limit

None requested

**F. Indirect Costs****Add**

Description	Proposed MDT-SHTSS Funding
	\$0.00

**Indirect Costs Narrative****Add**

500 Character limit

None requested.

**Total Project Budget****Combined Totals For All Columns**

Total Proposed MDT-SHTSS Funding \$37,500.00

Total Matching Funds \$0.00

Combined Total \$37,500.00

**Percentages**

SHTSS Share of Project 100.0%

Match Percent 0%



## ATTACHMENT D – REPORTING

Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, but not more often than monthly or less than quarterly. Status reports shall be submitted with all requests for reimbursement. Reports and reimbursement requests are due 30 days following the end of the reporting period outlined below. The fourth quarter shall serve as the final report and close-out for contracts. Unless otherwise directed by MDT, all status reports and reimbursement requests shall be submitted through Webgrants and follow the schedule outlined below for reporting periods.

Report required	Due date
First quarter report <i>(covering contract progress in October, November, December)</i>	January 30
Second quarter report <i>(covering contract progress in January, February, March)</i>	April 30
Third quarter report <i>(covering contract progress in April, May, June)</i>	July 30
Fourth quarter report/Final Report <i>(covering contract progress in July, August, September)</i>	October 30

September 30, 2020

Contract 20-155

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Award: Sun Prairie Overlay Project Phase 2

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Contract 20-155

**PRESENTED BY:** Les Payne, Public Works Director

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**BACKGROUND:**

Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design and construction supervision of the reconstruction of phase 2, of Sun Prairie Overlay. Phase 2 consists of Sun Prairie Village including, but not limited to Sun Prairie RD, Washington, Vanburen, Truman, and 2<sup>nd</sup> St West. This project consists of a 0.2' thick plant mix overlay, of approximately 2.1 miles of phase 3, of Sun Prairie and other miscellaneous work. Construction bid packet availability was published in the Great Falls Tribune on September 13, and September 20, 2020. Hard copies were available at the office of Big Sky Civil & Environmental, Inc, located at 1324 13<sup>th</sup> Ave SW, Great Falls, MT 59403. Sealed bids were due on Thursday September 24, 2020 at 1:00 pm in the Cascade County Commissioners Office. Bids were then opened and read aloud. Only one bid was received, this from United Materials of Great Falls, MT for a total cost of \$483,769.00. Would like to add, that this contract shows work to be completed within 45 days, but this is weather permitting, so it is possible that work would not begin until spring.

**RECOMMENDATION:**

Big Sky Civil and Cascade County Staff, after reviewing the bid package from United Materials, of Great Falls, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, MT, for phase 2 of Sun Prairie overlay, for a total cost to the County of \$483,769.00.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 20-155, bid proposal from United Materials, to reconstruct Sun Prairie, phase 2, for a total cost of \$483,769.00 and instruct staff to complete the contracting process."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 20-155, bid proposal from United Materials to reconstruct Sun Prairie, phase 2."



**Bid Opening Checklist**  
**Sun Prairie Village Overlay Project, Phase II**  
**1:00 p.m., September 24, 2020**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
CONTRACTOR NAME, ADDRESS AND REGISTRATION NUMBER ON COVER	Bound Contract Document in Bid Package (Y/N)	10% Bid Bond enclosed (Y/N)	Aff. of non- collusion signed (Y/N)	Cert of non- segregated facilities signed (Y/N)	Acknowledge receipt of all addenda on bid form and/or envelope (Y/N) (Add 1&2)	Bid Amount	
UNITED MATERIALS OF GREAT FALLS 2100 9 <sup>th</sup> Ave. N. Great Falls, MT 59401	N/A	Y	N/A	N/A	Y	\$483,769.00	
	N/A						
	N/A						
	N/A						
	N/A						
	N/A						
	N/A						
ENGINEER'S ESTIMATE - BSCE	N/A	N/A	N/A	N/A	N/A	\$545,540.40	